

**Staff  
Summary  
Report**



**To: Mayor & City Council  
Through: City Manager**

**Agenda Item Number 14  
Meeting Date 7-20-01**

**SUBJECT: Arizona Criminal Justice Commission Crime Victim Assistance Program Grant Fund Approval**

**PREPARED BY:** Judy Tapscott, Deputy Manager Community Services, Social Services, (480) 350-5432

**REVIEWED BY:** Tom Canasi, Community Services Manager, (480) 350-5305

**BRIEF:** Request acceptance of grant award from the Arizona Criminal Justice Commission Crime Victim Assistance Program for victim assistance and emergency funds for CARE 7 services.

**COMMENTS:** **COMMUNITY SERVICES ADMIN (0701-01)** Request acceptance of a grant award in the amount of \$16, 100 from the Arizona Criminal Justice Commission Crime Victim Assistance Program to provide assistance and emergency fund support to domestic violence, sexual assault, homicide, and other crime victims.

**Document Name:** (20010920csjt01) Supporting Documents: Yes.

**SUMMARY:** The grant award for 2001-2002 continues valuable support services for victims of crime encountered by the CARE 7 emergency response team. Services include court accompaniment, assistance with victim compensation claims, liaison to the Tempe Police Department, a satellite location for obtaining orders of protection with the Tempe Municipal Court, and information/referral resources for crime victims.

**FISCAL NOTE:** The amount of the award is \$16,100.00 for 2001-2002. There is no fiscal obligation on the part of the City.

**RECOMMENDATION:** Approval of this grant award to provide valuable support services to domestic violence, sexual assault, and other victims of crime.



**ARIZONA CRIMINAL JUSTICE COMMISSION  
CRIME VICTIM ASSISTANCE PROGRAM  
GRANT AGREEMENT**

ACJC Grant Number VA-02-056

This Grant Agreement is made this 1st day of July 2001, by and between the ARIZONA CRIMINAL JUSTICE COMMISSION, hereinafter called "COMMISSION" and CITY OF TEMPE, through CITY OF TEMPE CARE SEVEN, hereinafter called "GRANTEE". The COMMISSION enters into this agreement pursuant to its authority under the provisions of A.R.S. § 41-2405(B)(6), and having satisfied itself as to the qualifications of GRANTEE;

NOW, THEREFORE, it is agreed between the parties as follows:

1. This Agreement will commence on July 1, 2001 and terminate on June 30, 2002. This Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511. This Agreement terminates at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION.
2. The GRANTEE agrees that grant funds shall be used to provide services to victims of crime as stated in the grant application. No funds shall be used to supplant Federal, state, county, or local funds that would otherwise be made available for such purposes.
3. The GRANTEE shall operate in a manner consistent with, and in compliance with, the provisions and stipulations of the approved grant application and this Agreement. If the COMMISSION finds non-compliance, the GRANTEE will receive a formal written notice which identifies the area of non-compliance and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty calendar days to this notice, and does not provide sufficient information concerning the steps which are being taken to correct the problem, the COMMISSION may suspend funding or permanently terminate this Agreement or revoke the grant. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written COMMISSION approval may constitute sufficient reason for the COMMISSION to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of the grant.
4. The GRANTEE agrees funds distributed pursuant to this Agreement are not to be expended for any indirect costs that may be incurred by GRANTEE for administering the funds. This includes, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the GRANTEE to administer these funds.

5. The approved Crime Victim Assistance budget is shown below. If the GRANTEE wishes to reprogram funds, written approval from the COMMISSION in advance is required. The budget is composed of \$16,100 in grant funds, and \$16,100 in matching funds.

<b>APPROVED BUDGET CATEGORY</b>	<b>GRANT FUNDS</b>	<b>MATCH AMOUNT</b>	<b>MATCH SOURCE</b>
Salaries	\$13,530		
Employee Related Expenses (ERE)	\$2,570		
Professional/Outside Services	\$0		
In-State Travel	\$0		
Operating Expenses	\$0		
Equipment	\$0		
<b>TOTAL</b>	\$16,100	\$16,100	City funds
Personnel Positions Funded: Crisis Advocate (1 FTE/ 1 PTE)			

6. Every payment obligation of the COMMISSION under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the COMMISSION at the end of the period for which funds are available. No liability shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
7. Pursuant to the provisions of A.R.S. § 35-214 GRANTEE shall retain all books, account reports, files and other records relating to this Agreement and performance of this Agreement for a period of five (5) years after the completion of this Agreement. All such documents shall be subject to inspection and audit at reasonable times.
8. The GRANTEE agrees to provide accounting, auditing and monitoring procedures to safeguard grant funds, and keep such records to assure proper fiscal controls, management, and the efficient disbursement of grant funds.
9. The GRANTEE agrees to remit all unexpended grant funds to the COMMISSION with 45 days of expiration of this grant. The GRANTEE agrees to expend all encumbered funds within 60 days of expiration of this Agreement. All goods and/or services must be received by the GRANTEE within 60 days of expiration of this Agreement.

10. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into agreements on behalf of the COMMISSION and GRANTEE. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressees or their agents or employees:

A. If to the COMMISSION:  
Arizona Criminal Justice Commission  
3737 North 7th Street, Suite 260  
Phoenix, Arizona 85014  
Attn: Program Manager, Crime Victims Services

B. If to the GRANTEE:  
CITY OF TEMPE CARE SEVEN  
3500 S. Rural Road  
Tempe, Arizona 85282  
Attn: Ms. Tim Scott

11. The GRANTEE agrees to submit financial reports to the COMMISSION on forms provided by the COMMISSION. An annual performance report will be required at the end of the grant period and will be due on or before August 15, 2002. In the event reports are not received on or before the indicated date(s), funding will be suspended until such time as delinquent report(s) are received. The financial reports shall be submitted according to the following schedule:

<b><u>Due Date:</u></b>	<b><u>Reporting Period:</u></b>
October 31, 2001	July 1, 2001 to September 30, 2001
January 31, 2002	October 1, 2001 to December 31, 2001
April 30, 2002	January 1, 2002 to March 31, 2002
August 15, 2002	April 1, 2002 to June 30, 2002

12. The GRANTEE agrees to comply with all applicable non-discrimination requirements of A.R.S. § 41-1463, all applicable State and Federal civil rights laws, and Executive Order 99-4. In the event that a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, age, or handicap against the GRANTEE, the GRANTEE will forward a copy of the findings to the COMMISSION.
13. The GRANTEE assigns to the COMMISSION any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to the GRANTEE in exchange for grant funds provided under this Agreement.
14. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501 et. seq.

15. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as provided in paragraph 14 of this Agreement pertaining to disputes which are subject to arbitration.
16. The GRANTEE agrees that it is acting as an independent contractor and agrees to hold the COMMISSION harmless for the actions of the GRANTEE'S employees.
17. No right or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the COMMISSION.
18. The GRANTEE agrees to utilize the *Data Dictionary*, approved and distributed by the COMMISSION, as the data entry standard for information systems when improving or updating an existing Information System. GRANTEE agrees to utilize the *Data Dictionary*, approved and distributed by the COMMISSION as the data entry standard in any new system or when an existing Information System is replaced.
19. The GRANTEE agrees to abide by the *Computer Hardware and Software Vendor Guidelines* distributed by the COMMISSION.
20. The GRANTEE agrees to obtain and maintain subrogation agreements from victims as a condition to receipt of assistance exceeding one hundred dollars (\$100) in direct financial aid.
21. The GRANTEE agrees to comply with the applicable laws and provisions of the Arizona Crime Victim Assistance Program Rules, R10-4-201 through R10-4-204 for the Crime Victim Assistance Program administered by the COMMISSION.

IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.

**FOR GRANTEE:**

\_\_\_\_\_  
Mayor or City Manager

\_\_\_\_\_  
Date

Note: If applicable, this Agreement must be approved by the appropriate county supervisory board or municipal council, and appropriate local counsel (ie. county or city attorney). Furthermore, if applicable, resolutions and meeting minutes must be forwarded to the Commission with the signed Agreement.

**Approved as to form and authority to enter into Agreement:**

\_\_\_\_\_  
Legal counsel for GRANTEE

\_\_\_\_\_  
Date

**Statutory or other legal authority to enter into Agreement:**

(Cite Appropriate A.R.S., ordinance, or charter reference)

**FOR CRIMINAL JUSTICE COMMISSION:**

\_\_\_\_\_  
Michael D. Branham, Executive Director  
Arizona Criminal Justice Commission

\_\_\_\_\_  
Date